



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 01/14/2025

Item Title: TASB Student Solutions X Action  
Membership Agreement Information  
Discussion

## BACKGROUND:

The Texas Association of School Boards (TASB) Student Solutions offers a range of special education benefits designed to support school districts in providing access to model operating procedures for special education. These operating procedures meet requirement of ever-changing laws and regulations. If Board approved the TASB Student Solutions will be used as a reference to update Special Education operating procedures.

The services are intended to assist the District with state and federal regulatory compliance and to help the District understand Special Education various laws that apply to Texas School Districts.

## FISCAL IMPLICATIONS:

2024-2025 Student Solutions Membership Cost \$950.00

## RECOMMENDATION:

Recommend approval to enter into an agreement with the Texas Association of School Boards (TASB) Student Solutions Membership to assist the District with state and federal regulatory compliance and to help the District understand Special Education laws that apply to Texas School Districts at a cost of \$950.00.

Adriana Q. Lippa *[Signature]*  
**Submitted by: Principal/Program Director**

Beatriz Hernandez *[Signature]*  
**Recommended by: Chief Academic Officer**

Miguel Salinas *[Signature]*  
**Reviewed by: Staff Attorney**

Beatriz Hernandez *[Signature]*  
**Approved by: Chief Academic Officer**

**Approved for Submission to Board of Education:**

*[Signature]*  
**Dr. Jesus H. Chavez, Superintendent**

## Minerva Almanza

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Monday, December 16, 2024 10:49 AM  
**To:** Roxanne Eckstein; Lea Ohrstrom  
**Cc:** Miguel Salinas; Minerva Almanza  
**Subject:** [EXTERNAL]Re: TASB Student Solutions Membership Agreement

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Approved as to form.

Sincerely,  
Priscilla

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Friday, December 13, 2024 1:43 PM  
**To:** Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>  
**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>  
**Subject:** TASB Student Solutions Membership Agreement

Ms. Lozano,

Please see the attached for your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*

**Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400**  
**Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

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STUDENT SOLUTIONS

# Student Solutions

## TASB Student Solutions™ Membership Agreement

This TASB Student Solutions™ Membership Agreement (“Agreement”) is by and between the Texas Association of School Boards, Inc. (“TASB”), through its TASB Student Solutions division (“Student Solutions”), and the below-named participant in the Student Solutions membership program (“you,” “your” or “Member”).

**Membership Services:** Student Solutions Membership entitles you to the benefits, products and services (collectively “Services”) set out in **Exhibit A**, attached and incorporated into this Agreement. The Services include access to proprietary publications, resources, and training, as well as membership discounts on other fee-based products and services provided by or through Student Solutions. Although Student Solutions is a division of TASB, the Services offered through this Agreement apply only to Student Solutions and no other membership programs or services offered by or through TASB.

**Term:** The Student Solutions membership year is September 1 – August 31. This Agreement commences on the later date by which TASB receives this executed Agreement and your Student Solutions membership fee or purchase order in the amount of the required fee. Unless agreed in writing otherwise, the initial term of this Agreement ends on August 31, even if the initial term is less than a year. After the initial term, your membership will automatically renew for successive annual terms of September 1 – August 31, unless the Agreement is terminated as set out in this Agreement. If your entity is eligible for Active, Associate, or Affiliate membership at TASB, you must hold and maintain TASB membership as a condition precedent for enrolling in and renewing your Student Solutions membership.

**Membership Fee:** TASB will invoice you for your Student Solutions membership at the time this Agreement commences and for your annual renewal before August 1 of each year. You agree to pay your Student Solutions membership fee no later than the due date specified in the invoice (at least 45 days) and agree that Student Solutions may deny (suspend) Services until your invoice is paid in full. The current membership fee amount will be stated on the invoice and/or provided to you upon request. You represent and agree that all payments required under this Agreement will be made from revenues currently budgeted and available.

**Termination:** (a) You may terminate your Student Solutions membership at any time by giving 30 days’ prior written notice to TASB. However, you are not entitled to any full or partial refund of any paid membership fees. Additionally, termination of this Agreement will not terminate any contractual obligation to Student Solutions or TASB under any separate agreement for fee-based services.

(b) To the fullest extent allowed by law, your Student Solutions membership may be terminated by TASB if you do not fully and timely pay your Student Solutions membership fee or fail to timely pay any undisputed amounts due on Student Solutions’ fee-based services for which you received a Student Solutions membership discount. In addition, if you cease to maintain your entity’s Active, Associate, or Affiliate TASB membership (if eligible), your Student Solutions membership will automatically terminate at the same time as your TASB membership. If your Student Solutions membership is suspended or terminated under this section, you are not entitled to any full or partial refund of any paid membership fees.

(c) Either party may terminate this Agreement due to an event of default. An event of default is the failure by either party to comply with any material obligation under this Agreement and such noncompliance remains uncured for more than 30 days after receipt of written notice thereof. However, Member’s nonrenewal of this Agreement (as evidenced by notice





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# Student Solutions

of termination or nonpayment of the membership fee) shall not be considered an event of default unless Member accepted Services without making the necessary payment in exchange.

**Copyright/License:** Unless otherwise indicated, the publications and written resources included within the Student Solutions membership are copyrighted publications of TASB. The key feature of the Student Solutions membership is access to the *Model Operating Procedures* (or any successor title TASB may assign to such work), which is a TASB copyrighted publication. This Agreement grants you the limited and non-exclusive right to customize the *Model Operating Procedures* for your entity's internal, non-revenue generating use only. Duplication or distribution, in whole or in part, of the *Model Operating Procedures* or any other TASB copyrighted work provided under this Agreement for non-Member use is prohibited unless specifically authorized in writing by TASB or expressly required by law. Inquiries and requests for permission will be directed to TASB Student Solutions, Attn: Director, at the address of record listed on TASB's website.

**No Legal Advice:** Certain Services are intended to assist you with state and federal regulatory compliance and to help you manage various legal requirements that apply to your operations. However, the Services do not represent an exhaustive explanation of the law and are not intended to constitute legal advice or substitute for the advice of an attorney. Moreover, the Services of Student Solutions are not offered in conjunction with TASB Legal Services or TASB Policy Service.

**Maintenance of Records:** TASB shall not serve or act as custodian of records that are developed or obtained pursuant to this Agreement, within the meaning of the Texas Public Information Act, Texas State Library and Archives statute, or other law. As between your entity and TASB, you shall remain the custodian of records, including of all policies and procedures developed through this Agreement.

**Use of Member Information:** Except for personally identifiable information or other private information made confidential under law, Member grants TASB a perpetual, non-exclusive, royalty-free license to copy, modify, and use any information and data obtained from Member through this Agreement so that TASB may create analytical trend data and compilations, in anonymous form, and improve the quality and effectiveness of all TASB services. You also agree that Member's name may appear among a group listing of Student Solutions members or clients.

**No Warranty:** YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TASB SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TASB MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES AND INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR ANY GOVERNMENTAL REQUIREMENTS.

**Limitation of Liability:** TASB'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT THAT YOU WERE CHARGED FOR SERVICES UNDER THIS AGREEMENT DURING THE YEAR IN WHICH THE DISPUTE AROSE.

**Amendment:** TASB may amend this Agreement by providing you with prior written notice before August 1 or at least 30 days before the date on which the amendment takes effect. Unless the Agreement is terminated as provided in this Agreement, your payment of the annual membership fee and/or continued use of the Services as a Student Solutions member constitutes your acceptance of the amendment. If the amendment becomes effective in the midst of a membership year (versus at the beginning), you will be entitled to a prorated refund if you opt out of continuing the contractual relationship.





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Accessibility: You are solely responsible for the accessibility of any materials you create from the manipulation of any portion of the *Model Operating Procedures*, where permitted, for people with disabilities.

Relationship between You and TASB: For purposes of this Agreement and the Services, you and TASB are independent contractors and not employees, agents, or representatives of one another, and nothing in this Agreement constitutes a partnership, agency or joint venture between you and TASB.

Notices: Any notice required by this Agreement shall be addressed to the party's last address of record, as follows:

(a) If to TASB, to TASB Student Solutions, Attn: Director;

(b) if to Member, to the attention of the Superintendent/Chief Executive Officer or designee identified in writing.

Governing Law: This Agreement is governed by Texas law.

Acceptance: You agree that this Agreement is being signed by an individual who is duly authorized to bind your entity. Any interlineations or modifications to this Agreement by you shall be void and unenforceable unless TASB specifically accepts the change in a separate writing.

**Member Entity:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Membership Contacts

**School District:** \_\_\_\_\_ **ESC Region** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Billing Contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

### Program Contacts

**Special Education:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Section 504:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**English Learners:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Gifted and Talented:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_



# Student Solutions

## EXHIBIT A

### TASB Student Solutions™ Membership Benefits

September 1, 2024 – August 31, 2025

The following services are included with a TASB Student Solutions Membership.

- Materials will be provided or accessed online.

#### Model Operating Procedures

- Online access to *Model Operating Procedures* for special education, Section 504, emergent bilingual, gifted and talented, cameras in the classroom, and dispute resolution
  - Meets requirements of ever-changing laws and regulations
  - Customizable to adapt to your district's processes, either on your own or as an **extra fee-based service** of TASB Student Solutions
- Updates to *Model Operating Procedures* when appropriate, as determined by Student Solutions

#### Resources to Support Special Populations

- Folder Review Frameworks
- Relevant resources to meet the needs of Student Solutions members

#### Training Opportunities

- Access to at least four (4) training courses each year, at no extra cost
- Access to additional, fee-based training with Student Solutions Members receiving a discount
- All training sessions will allow for easy access by district staff, whether in-person or virtual
- Training topics vary each year and are available online at: [tasb.org/student-solutions](https://tasb.org/student-solutions)

### 2024-2025 Student Solutions Membership Cost

- \$950/single district
- \$700/member district of SSA (if each member joins)
- \$700/ESC (when ESC pays for all districts in region)